

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

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**WISCONSIN SHEET METAL WORKERS HEALTH  
AND BENEFIT FUND, MILWAUKEE AREA SHEET  
METAL JOURNEYMEN AND APPRENTICESHIP  
TRAINING FUND, WISCONSIN SHEET METAL  
WORKERS LOCAL 18 RETIREMENT FUND and  
PATRICK LANDGRAF (in his capacity as Trustee),**

**SHEET METAL WORKERS UNION, LOCAL 18,**

**SHEET METAL WORKERS NATIONAL PENSION  
FUND, SHEET METAL OCCUPATIONAL HEALTH  
INSTITUTE TRUST FUND, NATIONAL ENERGY  
MANAGEMENT INSTITUTE COMMITTEE,  
NATIONAL TRAINING FUND FOR THE SHEET  
METAL AND AIR CONDITIONING INDUSTRY,  
NATIONAL STABILIZATION AGREEMENT OF  
THE SHEET METAL INDUSTRY TRUST FUND,  
SHEET METAL WORKERS INTERNATIONAL  
ASSOCIATION SCHOLARSHIP FUND and  
BOARD OF TRUSTEES, SHEET METAL  
WORKERS NATIONAL PENSION FUND,**

**Plaintiffs,**

**v.**

**Case No. 10-CV-794**

**MONROE MECHANICAL, LLC and  
BRENDA JO BREault,**

**Defendants.**

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**ORDER FOR JUDGMENT  
AS TO DEFENDANT BRENDA JO BREault**

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Request and application for default judgment brought by Plaintiff Sheet Metal Workers Union, Local 18 against Defendant Brenda Jo Breault in the above-captioned action were submitted to the Court and filed with the clerk.

The Court, having duly heard all issues and a decision having been duly rendered, orders as follows:

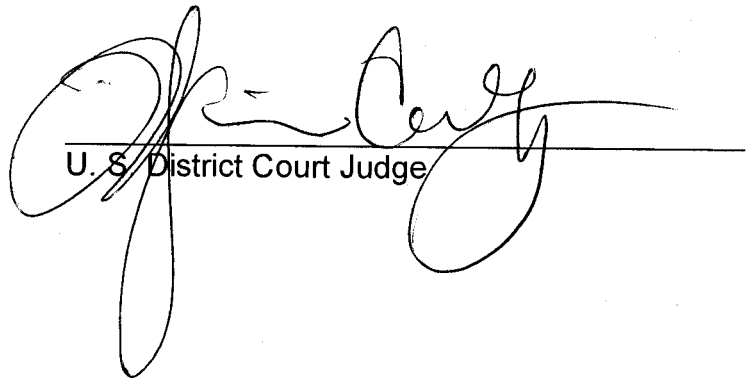
1. Defendant Brenda Jo Breault has failed to plead or otherwise defend as provided by Rule 55(a) of the Fed. R. Civ. P.
2. Brenda Jo Breault (hereinafter "Breault") violated the Labor-Management Relations Act of 1947, as amended, as well as *Wis. Stats.* §§ 895.446 and 943.20, by failing to pay working dues to the Plaintiff Wisconsin Sheet Metal Workers Union, Local 18, (hereinafter "Union"); said dues having been deducted from Monroe Mechanical, LLC's employees' paychecks.
3. By her intentional conduct, by virtue of her position as a shareholder, corporate officer, and/or director of Monroe Mechanical, LLC, Breault has retained possession of working dues without the Union's consent.
4. Breault has intentionally retained working dues with the intent to convert said monies for her own use or for the use of Monroe Mechanical, LLC.
5. By virtue of her intentional conduct, Breault has violated *Wis. Stats.* §§ 895.446 and 943.20, and the Union is entitled to treble damages and its costs of litigation and investigation pursuant to *Wis. Stats.* § 895.446(3)(b), (c).
6. The Court assesses the total damages, including treble damages and costs, to the Plaintiff Sheet Metal Workers Union, Local 18 and against Defendant Brenda Jo Breault in the sum of \$645.80.
7. Of this total judgment, \$303.40 is due and owing jointly and severally with default judgment against defendant Monroe Mechanical, LLC also entered today. Any amount Monroe Mechanical, LLC should pay on its judgment should be credited against

the judgment here up to \$303.40.

**IT IS HEREBY ORDERED** that the Clerk of Court is directed to enter judgment in favor of Plaintiff Sheet Metal Workers Union, Local 18 and against Defendant Brenda Jo Breault in the amount of \$645.80 together with post-judgment interest at the rate allowed by law.

Dated this 16th day of March, 2011.

BY THE COURT



U. S. District Court Judge